

TEMPORARY STAFFING TERMS AND CONDITIONS

Thank you for your interest in purchasing services from LMSI, LLC d/b/a Lighthouse Lab Services (referred to herein as “we”, “us”, “our”, or “LLS”). We value your business, and our goal is to make your experience as smooth as possible. For the purposes of these Terms and Conditions, the terms “you,” “your,” and “Client” refer to the purchaser of products or services from LLS, and together LLS and Client will be referred to as the “Parties” (each of LLS and Client individually a “Party”). Unless otherwise expressly agreed in writing, your purchase of products or services are subject to the following terms and conditions:

1. Agreement Terms

1.1. General Terms. These terms and conditions (“Terms”) govern the relationship between you and LLS for your purchase of products or services from us. You agree to accept and be bound by these Terms by ordering products or services from us.

1.2. Supplementary Terms. Some of our products and services are subject to additional software licenses, limited use label licenses, or other written contract terms that you will not find here (collectively, “Supplementary Terms”). You will find any Supplementary Terms that apply in your quote or other signed agreement with LLS (“Statement of Work” and together with the Terms and Supplementary Terms, the “Agreement”), on our website, or in literature that accompanies the product or service.

1.3. Conflicting Terms. If any conditions within the Agreement documents conflict with each other, we will give them the following priority: (a) Statement of Work; (b) any applicable Supplementary Terms; and (c) finally, these Terms. We expressly reject any different terms or provisions contained in any document you provide, and if the terms and conditions in the Agreement differ from the terms of your offer, the Agreement will serve as the governing terms for our contract.

1.4. When the Terms Take Effect. These Terms between us take effect when you receive written or email confirmation that we have accepted your order or that we are kicking off your project.

2. Services

2.1. General Services. During the Term (as defined in Section 3 below), and subject to the terms and conditions set forth herein and, in the SOW, LLS agrees to use its commercially reasonable efforts to assist Client by providing candidates to Client for temporary employment in Client’s healthcare facilities or laboratories as further specified in an applicable SOW (collectively “Professionals”, and each a “Professional”). A Statement of Work is valid only if it is signed by LLS and Client. LLS will maintain documentation related to the qualifications of Professionals, which may be available to Client upon request. Client acknowledges that when a Professional is presented by LLS to Client, Client has the sole discretion to make the final selection decision. LLS will provide Client with such progress, status, and other updates as Client may reasonably request from time to time. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH HEREIN, THE SERVICES ARE PROVIDED “AS IS” WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, LLS AND ITS AFFILIATES, SUBSIDIARIES AND AGENTS (COLLECTIVELY, THE “REPRESENTATIVES”), DISCLAIM ANY AND ALL REPRESENTATIONS AND WARRANTIES, WHETHER ORAL OR WRITTEN, EXPRESS, OR IMPLIED, OR STATUTORY. LLS AND ITS REPRESENTATIVES DO NOT WARRANT THAT THE PROFESSIONALS’ SERVICES WILL MEET CLIENT’S REQUIREMENTS NOR DO THEY GIVE ANY WARRANTY ABOUT THE RESULTS THAT MAY BE OBTAINED BY USING THE SERVICES.

2.2. Payment of Professionals. LLS will be responsible for paying compensation and providing employment-related benefits to Professionals, in LLS’s sole discretion. LLS will invoice Client on a weekly basis for services performed by the Professionals during Monday through Sunday of the immediately preceding week (and Client shall pay such invoices). Invoices will be submitted electronically via email or fax and will be based upon relevant time records and provide detailed billing information, including amounts due for hours worked and other mutually agreed upon expenses. In addition, LLS may charge Client (and Client shall be solely responsible for) premium rates to the extent LLS is required to pay additional

compensation or payment to any Professional based on the laws, regulations or codes of the applicable jurisdiction in which the Services are being provided.

3. Term of the Agreement

3.1. **Term.** Agreements shall have an initial term of one (1) year beginning on the Effective Date. Thereafter, the Agreement will automatically renew for additional one (1) year periods, unless either party provides thirty (30) days' prior written notice of its intention to terminate prior to the end of the initial term or any renewal term. Client may terminate the Agreement or any Statement of Work, or both, in whole or in part, at any time, upon less than thirty (30) days of written notice of cancellation; provided, that in event of such termination, Client shall be responsible for payment of the total fees incurred through the effective date of such termination, plus an additional \$1,000 per Professional as liquidated damages (the "**Liquidated Damages**"). The parties intend that the Liquidated Damages constitute compensation, and not a penalty. The parties acknowledge and agree that the LLS's harm caused by a Client's failure to provide adequate notice of termination under this Section 3.1 would be impossible or very difficult to accurately estimate as of the Effective Date, and that the Liquidated Damages are a reasonable estimate of the anticipated or actual harm that might arise in such circumstances. Client's payment of the Liquidated Damages is the Client's sole liability and entire obligation and LLS's exclusive remedy for Client's failure to provide adequate notice of termination under this Section 3.1. Notwithstanding the foregoing, if any of following events occur a party may terminate this Agreement immediately by providing the other party with written notice if: (a) the other party breaches any material term or condition of this Agreement and does not cure the breach within a fifteen (15) day period following written notice of the breach from the non-breaching party. LLS may terminate this Agreement immediately in the event that: (a) Client is convicted of a felony, Client's license is revoked, suspended or not renewed, or Client is excluded from participation in Medicare, Medicaid or any other governmental health care program; (b) Client becomes insolvent or becomes party to any bankruptcy or receivership proceeding or any similar action affecting its financial condition or property, if such proceeding has not been dismissed within thirty (30) days; (c) Client makes a general assignment for the benefit of creditors'; or (d) upon Client's failure to fully pay invoices when due as discussed herein Section 6.

3.2. **Cause Removal.** Client may request LLS remove a specific Professional for Cause (as defined herein) which will be documented in a written notice provided to LLS. LLS will then remove such Professional from the assignment. "**Cause**" will be defined as any material violation of Client's policies, insubordination, unsatisfactory attendance or performance, misconduct, or violation of drug abuse policies. In the event of a removal of a Professional for Cause, Client shall not be liable for any Liquidated Damages associated with such removal, and Client shall only be obligated to pay for payment obligations prior to the termination of the assignment.

3.3. **Obligations After Termination.** Any payment obligations of Client that have accrued prior to termination shall survive any termination of this Agreement. Upon termination of the Agreement, LLS will: (a) request that Professional take reasonable steps to wind down works in progress in an orderly fashion, and (b) submit to Client an invoice setting forth any outstanding amounts due to LLS (and Client will pay such invoices).

4. Client Obligations

4.1. **Client Information.** Client will provide LLS with all information relating to Client's business that LLS reasonably requests in connection with its performance of the Services. Client's specific pre-assignment requirements are attached to and incorporated into this Agreement via the applicable SOW.

4.2. **Control of Professional.** Client will have the sole and exclusive responsibility and authority to properly control, supervise, and direct the day-to-day activities of any Professional in the performance of the Services, and LLS expressly disclaims liability for the onsite performance of any Professional. Notwithstanding anything set forth in this Agreement to the contrary, the parties agree that LLS has the sole and exclusive right to make all decisions relating to administrative terms and conditions of each Professional's relationship with LLS, including, but not limited to, decisions regarding hiring, firing, discipline, reassignment, compensation, and benefits. LLS reserves the right to terminate its relationship with or reassign any Professional at any time. If LLS reassigns or terminates its relationship with any Professional during an engagement, it will

notify Client in writing in advance thereof and will exercise all commercially reasonable efforts to provide a suitable replacement Professional candidate within a reasonable period of time.

4.3. Facilities. Client must properly supervise, control, and safeguard its premises, processes, or systems, and not permit Professionals to operate any vehicle or mobile equipment, or entrust them with unattended premises, cash, checks, keys, credit cards, merchandise, confidential or trade secret information, negotiable instruments, or other valuables without LLS's express prior written approval or as strictly required by the job description provided to LLS.

4.4. Evaluation. LLS will provide the Client with a formal performance evaluation form immediately prior to, or after the assignment ends for each Professional provided. Client agrees to complete this evaluation form for each Professional and return it to LLS within thirty (30) business days of the Professional's assignment end date. Performance evaluations and their contents are the property of LLS and may be used as marketing materials.

4.5. Time Records of Professional. Professional will be required to submit time records to Client (and/or LLS, at LLS's request) for verification on either a daily or weekly basis, as mutually agreed to by the parties hereto on the SOW. Client will be responsible for verifying hours worked by the assigned Professional as documented on their timecard. Client will approve the timecard as (a) acceptance that services were satisfactorily performed, (b) agreement that hours worked are documented accurately, and (c) authorization for billing at the rate agreed upon between LLS and the Client. Any dispute regarding hours must be submitted within 24 hours otherwise, invoice will be generated accordingly.

4.6. Assistance with Claims. Professionals are required to report any and all unexpected incidents (including errors), injuries/deaths and safety hazards to their LLS recruiter. Client must also: (i) notify LLS in writing within three (3) business days of any on-the-job accident or injury involving any Professional, any report by any Professional relating to workplace conditions or alleged discrimination, harassment, or retaliation, or any report relating to the acts or omissions of any Professional; and (ii) cooperate fully with LLS in the investigation and resolution of any internal or external reports, complaints, claims, charges, administrative proceedings, or other actions that may be brought by, or may relate to acts or omissions of, any Professional.

4.7. Client Representations and Covenants.

4.7.1. OSHA. Client represents and warrants to LLS that during the Term: (i) it maintains and will continue to maintain a safe working environment for all Professionals, and implement appropriate safety policies and procedures, (ii) it will provide site-specific training and information relative to applicable OSHA regulations and any site specific policies and procedures, including location of protective equipment, site procedures and hazard signage in accordance with OSHA standards and other applicable federal, state and local laws and regulations; (iii) it complies, and will continue to comply, fully with all other federal, state and local laws and regulations governing the workplace and Client's business activities, including, but not limited to, those laws and regulations prohibiting discrimination and harassment; and (iii) it will not request or require any Professional to perform any act that violates applicable law or infringes upon or misappropriates any intellectual property right or other right of a third party.

4.7.2. Equal Opportunity Employer. LLS is an Equal Opportunity Employer, and as such will not discriminate in the selection and presentation of Professionals to the Client. To the extent Client participates in the selection and/or referral process, Client acknowledges that it is an Equal Opportunity Employer, and will not discriminate in the selection and/or referral of Professionals to LLS. Client further agrees that it will not discriminate on the basis of race, color, religion, sex, age, national origin, disability, or any other prohibited factor in its acceptance, selection, assignment, or rejection of any Professional. Client agrees to provide, maintain and/or otherwise ensure a working environment with zero tolerance for discrimination, harassment or any other prohibited action(s) directed toward a protected class of employee(s).

5. HIPAA COMPLIANCE. The Agreement shall require compliance with the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996, 42 U.S.C § 1320d to 1320d-7 ("HIPAA") and the final

regulations implementing the privacy provisions of HIPAA as amended from time to time, codified at 45 C.F.R. Parts 160 and 164 (“**Privacy Regulation**”). The parties understand that the Professional, in the performance of his or her assigned responsibilities, may require access to any individually identifiable health information of patients of Client. The parties further agree that such access shall be limited to Professional only, and that LLS shall not require or request access to any individually identifiable patient information of Client. Client shall designate Professional as a member of its “workforce,” as such term is defined in the Privacy Regulation, for purposes carrying out Professional's duties under the assignment. Such designation is for purposes of HIPAA compliance only and shall not be construed as altering LLS's obligation to pay wages and benefits, administer benefit programs, withhold and remit income and payroll taxes, or any other obligation of LLS as Professional's employer. As a member of Client's workforce, Professional will have access to, in the same manner as other employees of Client performing the same or similar job functions, such information as is necessary for Professional to effectively perform the duties assigned to Professional, such access being under the direction and control of Client. Professional shall use this information only as needed for the performance of his or her assigned duties and shall not use such information for any other purpose. In addition, Professional will not disclose or use any information Professional may receive or develop as a result of contacts with Client's patients for any purpose other than necessary to perform his or her assigned responsibilities. Professional shall be subject to Client's policies and procedures governing the privacy and security of Protected Health Information (“**PHI**”) of Client's patients. Client shall be solely responsible for providing the necessary facility-specific training to Professional at the time of hire as required by HIPAA and consistent with the training provided to other members of Client's workforce. In the event of any change of law or regulation which prohibits Professional from being designated as a member of Client's workforce, or any action or threatened action by federal, state or local authorities that such designation creates a serious risk of assessment, sanction, penalty or other serious consequence to Client or LLS, the parties agree to negotiate in good faith to reform or modify this Agreement or enter into a separate agreement as necessary to permit Client to share PHI with Professional as necessary for Professional to perform his or her responsibilities under the staffing assignment.

6. Billing and Payment

6.1. Professionals. Fees for Services by Professionals will be charged at the hourly billing and premium rates set forth in the applicable SOW.

6.2. Other Fees and Expenses. Client will also reimburse LLS for all reasonable expenses incurred by LLS in the course of performing its obligations under this Agreement and any other amounts agreed upon by LLS and Client either in this Agreement or on a SOW.

6.3. Payment of Invoices. Client agrees to pay invoices in full within five (5) business days from invoice date. Client acknowledges that at the time Client receives each invoice from LLS for Services performed by the Professional, LLS has already paid to the Professional its compensation due therefor. Accordingly, Client hereby agrees promptly to pay invoices in accordance with the payment terms set forth herein. Client must dispute any invoice within 5 business days of invoice date to LLS otherwise invoices shall be deemed an “account stated”. The failure to dispute any invoice within 5 business days of the invoice date shall be deemed an acknowledgment of the accuracy of the invoiced amount(s) and a permanent waiver of any claim for reduction, offset or discount to be applied against the invoiced amount.

6.4. ACH. Client authorizes LLS to charge its financial institution account via an ACH transaction for all undisputed amounts owed to LLS as provided for in this Agreement. Client authorizes LLS to: (a) collect and store the related financial institution account number(s) or other information, along with other related transaction information (collectively, “**Payment Information**”), and (b) that LLS may share any Payment Information with third parties, such as payment processors and/or credit agencies, for the purpose of checking credit, effecting payment to LLS and servicing your relationship with LLS. This authorization to pay by ACH described herein supersedes any other payment terms.

6.5. Delinquent Invoices. Invoiced amount(s) not paid within five (5) business days of the invoice date shall be deemed “delinquent” and shall be subject to late fees. If delinquent, Client agrees to pay the LLS a compounding late fee equal to the lesser of (a) the maximum amount allowed by state law, and (b) five percent (5%) of the unpaid amount per month until the balance is paid in full. The parties further acknowledge that the amount of loss or damages likely to be incurred is incapable

or is difficult to precisely estimate and the amounts specified in this subsection bear a reasonable relationship to, and are not plainly or grossly disproportionate to, the probable loss likely to be incurred by the LLS. Client shall reimburse LLS for all costs incurred in collecting any delinquent payments, including, without limitation, attorneys' fees. Client further acknowledges that any outstanding balance owed to LLS beyond thirty (30) days may result in immediate termination of services, including immediate termination of all Professionals covered under this Agreement. The provisions of Section 5 shall survive the termination of this Agreement.

- 7. INDEMNIFICATION.** Each Party (an “**Indemnifying Party**”) agrees that it will defend, indemnify and hold the other Party (the “**Indemnified Party**”) harmless from and against any and all liabilities, losses, damages, claims, suits, judgments, costs and expenses (including reasonable attorneys' fees and costs of any investigation or action related thereto) suffered or incurred by the Indemnified Party and/or its affiliates, representatives, directors, officers, members, managers, shareholders, employees, and agents from any third-party claims relating to or arising out of the Indemnifying Party's negligence or more wrongful acts or omissions. In light of Client's responsibilities regarding the Professional, Client further agrees to indemnify, defend, and hold LLS harmless from and against any and all liabilities, losses, damages, claims, suits, judgments, costs and expenses (including reasonable attorneys' fees and costs of any investigation or action related thereto) suffered or incurred by the LLS and/or its affiliates, representatives, directors, officers, members, managers, shareholders, employees, agents, or any Professional, from any claims relating to or arising out of; (w) any injury to any Professional's person or property occurring at Client's worksites or under Client's direction; (x) Client's business, products or services; (y) Client's treatment of Professional in contravention of his, her, or their status as is set forth in the Agreement or a SOW; and (z) Client's violation of any applicable law or regulation. This indemnification provision shall survive the termination of this Agreement.
- 8. LIMITATION OF LIABILITY.** IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, SPECIAL OR EXEMPLARY DAMAGES (EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), ARISING FROM THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, LOSS OF REVENUE OR ANTICIPATED PROFITS, OR LOSS OF BUSINESS, LOSS OF DATE OR LOSS OF USE. THE PARTIES AGREE THAT LLS' MAXIMUM LIABILITY TO CLIENT (AND CLIENT'S SOLE REMEDY AND RECOURSE AGAINST LLS) FOR ANY CLAIMS, LOSSES, EXPENSES OR DAMAGES WHATSOEVER ARISING OUT OF, OR IN ANY WAY RELATED TO THIS AGREEMENT OR ANY SOW, SHALL NOT EXCEED THE TOTAL AMOUNT PAID BY CLIENT TO LLS DURING THE PRECEDING SIX (6) MONTH PERIOD. THESE LIMITATIONS ON LIABILITY PROVISION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.
- 9. NON-INTERFERENCE.** Client acknowledges that LLS expends considerable effort and incurs substantial expense to recruit and retain qualified Professionals, and that interference with relationships with its Professional would cause immediate and irreparable harm and would damage LLS's legitimate business interests. Accordingly, Client hereby agrees (for purposes of this Section, on behalf of itself and all of its affiliates) that without first seeking and receiving LLS's prior written consent, Client (or Client's affiliates) will not, at any time during the term, or during the twelve (12) month period following the last date of Services performance by such Professional (the “**Restricted Period**”): (a) directly or indirectly employ such Professional or engage such Professional as an independent contractor, consultant, service provider, or in any other capacity (whether through a corporate entity or directly); or (b) permit such Professional to be placed with or assigned to Client (or any of its affiliates) by any person or entity other than LLS or its affiliates, or to perform services for Client (or any of its affiliates) as an employee, contractor, consultant, or agent of any person or entity other than LLS or its affiliates. LLS retains the right to withhold consent to the foregoing in its sole discretion. Further, Client hereby agrees that with respect to each person or entity whom LLS proposed for assignment to Client (or any of its affiliates) under this Agreement and whom Client rejected (each, a “**Rejected Candidate**”), without first seeking and receiving LLS's prior written consent, Client (and its affiliates) will not, for a period of twelve (12) months following the date on which such Rejected Candidate was proposed to Client (or any of its affiliates), directly or indirectly employ such Rejected Candidate or engage such Rejected Candidate as an independent contractor, consultant, service provider or in any other capacity (whether through a corporate entity or directly). If during the Restricted Period, Client receives LLS's written consent to hire (either as an employee or an independent contractor), a Professional presented by LLS (or a Rejected Candidate) then Client agrees to immediately pay LLS a “**Conversion Fee**” equal to twenty-five percent (25%) of Professional's projected

first-year total compensation less any weeks worked. The terms of this Section 8 shall also apply to any hires/retentions made by Client's parent, subsidiaries or affiliates, and shall include those made with the assistance of another recruiting or staffing agency. These non-interference provisions shall survive the termination of this Agreement.

10. CONFIDENTIALITY. The parties agree to comply with all applicable federal, state, and local laws and regulations relating to the confidentiality, ownership and treatment of medical records and information. Each party may disclose to the other certain non-public information relating to its business, including, without limitation, technical, marketing, financial, Professional, planning, and other information that is marked confidential, or which the receiving party should reasonably know to be confidential given the nature of the information and the circumstance of disclosure (“**Confidential Information**”). Each party agrees that it will not disclose the other party’s Confidential Information except (a) to the extent necessary for the purpose of performing under this Agreement; or (b) as required to be disclosed by law, to the extent required to comply with that legal obligation, provided that each party will promptly notify the other of any such obligation. All of a disclosing party’s Confidential Information, including, without limitation, all materials, documents, duplicates, copies, written abstracts, summaries, notes and other materials embodying such Confidential Information, will be returned promptly to the disclosing party thereof, or destroyed (with prompt delivery to such disclosing party of a writing executed by an officer of the receiving party thereof certifying such destruction), if and as instructed by such disclosing party. Notwithstanding the foregoing, Client hereby understands and agrees that any confidential or proprietary information of Client disclosed directly by Client to any Professional will not be considered Confidential Information hereunder. In order to protect the confidentiality of such information, Client hereby understands and agrees that it must enter into a confidentiality and non-disclosure agreement directly with such Professional. Client hereby agrees that LLS will not be liable to Client for a breach by any Professional of any term or condition related to confidentiality. This Section 9 shall survive the termination of this Agreement. Each party hereby acknowledges and agrees that the terms, conditions and restrictions set forth in Sections 8 and 9 hereof are reasonably necessary for the protection of the other party’s business and goodwill, and that any breach or threatened breach by such party of any of such terms, conditions and restrictions may cause such other party substantial and irreparable harm for which monetary damages alone may not be adequate; and accordingly, that in the event of such a breach or threatened breach, the aggrieved party shall have the right to seek immediate injunctive relief and/or specific performance, in addition to any other remedies available at law or in equity.

11. Miscellaneous

11.1. Independent Contractor. Nothing contained in this Agreement shall be construed to create the relationship of employer and employee, principal and agent, partnership or joint venture, or any other fiduciary relationship. Neither party shall have authority to act as agent for, or on behalf of, the other party, or to represent the other party, or bind the other party in any manner.

11.2. Dispute Resolution. The parties shall exercise reasonable efforts to resolve by negotiation any and all disputes, controversies, or differences between them. This Agreement and all matters arising out of or relating to this Agreement shall be governed by the laws of the State of North Carolina, without regard to its conflict of law provisions. Any legal action or proceeding relating to this Agreement shall be brought exclusively in the state or federal courts located in Wake County, North Carolina. Each party hereby agrees to submit to the jurisdiction of, and agrees that venue is proper in, the above-described courts in any such legal action or proceeding.

11.3. Binding Effect; Assignment. This Agreement shall be binding upon the parties, their affiliates, agents, successors, and assigns. This Agreement benefits solely the parties and their respective successors and permitted assigns and nothing in this Agreement, express or implied, confers on any third party and legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement. This Agreement may not be transferred by Client to any third party (whether by operation of law, stock or membership interest sale, asset sale, merger or otherwise, etc.), without the prior written consent of LLS.

11.4. Severability. If any provision of this Agreement is determined to be invalid, illegal, or unenforceable for any reason and in any respect, such invalidity, illegality, or unenforceability shall not affect the remainder of this Agreement, which shall be and remain in full force and effect, enforceable in accordance with its terms.

11.5. Counterparts. This Agreement may be executed in multiple counterparts, and by facsimile, each of which shall be deemed an original and all of which shall constitute one and the same instrument. PDF signatures exchanged via email shall constitute original signatures.

11.6. No Waiver. No waiver of any right or remedy with respect to any occurrence or event shall be valid unless it is in writing and executed by the waiving party.

11.7. Merger Clause; Amendment. This Agreement together with the exhibits hereto constitutes the complete and exclusive agreement between the parties concerning its subject matter and supersedes all prior or contemporaneous agreements or understandings, written or oral, concerning the subject matter of this Agreement. Any modification or amendment of any provision of this Agreement will be effective only if in writing and signed by duly authorized representatives of both parties.

11.8. Notices. All notices, requests, consents, claims, demands, waivers, and other communications hereunder (each, a “**Notice**”) shall be in writing and addressed to the parties at the addresses set forth on the first page of this Agreement (or to such other address that may be designated by the receiving party from time to time in accordance with this Section). All Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees prepaid), facsimile or email (with confirmation of transmission), or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only if (a) the receiving party has received the Notice, and (b) the party giving the Notice has complied with the requirements of this Section.

11.9. Force Majeure. LLS shall not be in default by reason of any failure in performance of this Agreement, if such failure arises, directly or indirectly, out of causes reasonably beyond the direct control or foreseeability of LLS, including but not limited to, default by subcontractors or suppliers, failure of Client to provide promptly to LLS accurate information and materials, as applicable, acts of God or of a public enemy, acts of terrorism, United States or foreign governmental acts in either a sovereign or contractual capacity, labor, fire, road icing or inclement conditions, flood, epidemic, restrictions, strikes and/or freight embargoes. The foregoing shall not excuse late payment of fees owed to LLS.

11.10. Excluded Parties Lists. Each Party represents and warrants that it is not barred from being awarded a contract or subcontract or from contracting with a unit or agency of the Federal, State or local government as a result of a violation of a law, rule or regulation and that neither it nor its personnel performing services hereunder is listed on the United States Excluded Parties List, the HHS Office of Inspector General List of Excluded Individuals/Entities, or any replacement or comparable state lists.